

ROBINSON, BOESE, ORBISON & LEWIS

A PROFESSIONAL CORPORATION

ATTORNEYS-AT-LAW

BANK OF OKLAHOMA TOWER

SUITE 1500

P. O. BOX 1046

TULSA, OKLAHOMA 74101

918-583-1232

JAMES S. BOESE
JAMES C. ORBISON
C. S. LEWIS, III
KENNETH M. SMITH
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GORDON L. MILLER
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JOHN M. NUCKOLLS
PATRICIA NEEL
ROBERT LEE BEARER
CHARLES H. CRAIN
JANET S. DUMONT

OF COUNSEL
JAMES A. ROBINSON

R. L. DAVIDSON, JR.
1914-1979

TELECOPIER
918-583-1549

1 5417
RECORDATION NO. FILED 1425

December 16, 1987

DEC 21 1987 - 11:10 AM

INTERSTATE COMMERCE COMMISSION
12-21-87
10.00

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Attn: Mildred Lee, Room 2303

Re: Sand Springs Railway Company/Mortgage and Security Agreement

Dear Ms. Lee:

Please find enclosed two originals and two copies of the above referenced Mortgage and Security Agreement dated December 10, 1987, executed by Sand Springs Railway Company and Bank of Oklahoma, National Association, to be recorded in your office. We have provided a check in the amount of \$10.00 to cover the requisite filing fee, together with a self addressed stamped envelope for your convenience in returning file stamped documents.

If you have questions or need further information regarding any of the above, please do not hesitate to call the undersigned collect.

Very truly yours,

ROBINSON, BOESE, ORBISON & LEWIS

Brenda Austin
Brenda Brown Austin for
Jan Dumont

JSD/bba

Enclosures

724SSRC-Ltr1
2300-2838

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Brenda Brown Austin
Robinson, Boese, Orbison & Lewis
P. O. Box 1046
Tulsa, OK 74101

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/21/87 at 11:00AM, and assigned recordation number(s). 15417

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

Return to:
Robinson, Boese, Orbison & Lewis
P. O. Box 1046
Tulsa, OK 74101

1 5417
RECORDATION NO. FILE 1428

REAL ESTATE MORTGAGE
AND
SECURITY AGREEMENT

DEC 21 1987 11 22 AM

INTERSTATE COMMERCE COMMISSION

THIS INDENTURE made and entered into this 10th day of December, 1987, by and between SAND SPRINGS RAILWAY COMPANY, an Oklahoma corporation (hereinafter called "Mortgagor"), whose address is c/o Sheffield Steel Corporation, P. O. Box 218, Sand Springs, Oklahoma 74063 and BANK OF OKLAHOMA, NATIONAL ASSOCIATION, a national banking association (hereinafter called "Mortgagee"), whose address is Bank of Oklahoma Tower, One Williams Center, Tulsa, Oklahoma 74172.

W I T N E S S E T H T H A T:

Mortgagor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described and all extensions, renewals, substitutions and changes in form thereof, together with all interest, charges and fees thereon, does by these presents grant, bargain, sell, convey and mortgage unto Mortgagee and grant a security interest unto Mortgagee in and to Mortgagor's right, title and interest in and to the property described within Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property").

TO HAVE AND TO HOLD AND GRANT A SECURITY INTEREST UNTO MORTGAGEE IN: (a) the Property, together with all and singular the easements, tenements and hereditaments now or hereafter appertaining or belonging or in any manner appurtenant thereunto, (b) all property situated upon or used or useful in the operation of, or in connection with, the railroad located upon the Property including, but not limited to: (i) both ground and superstructure, depot grounds, buildings, machine houses, power houses, turntables, structures and improvements now or hereafter erected or placed on the Property, as well as rails, ties, spikes, and other articles designed to be attached to the ground or already firmly affixed thereto, whether now owned or hereafter acquired, (ii) all materials, parts, supplies, fixtures and equipment of every kind or character including, but not limited to rolling stock, fuel, oil, platform scales, planning mills, loose tools and implements, all other articles not constituting a part of the roadbed or firmly fixed to the land, whether now owned or hereafter acquired by the Mortgagor, including, but not limited to, the items listed on Exhibit "B" attached hereto, and (iii) replacements and substitutions for any of the foregoing; (c) all of Mortgagor's right-of-way and easement agreements; and (d) all funds, accounts, instruments, documents, notes, chattel paper and proceeds arising from or by virtue of any of the foregoing. All of the foregoing as described in (b) through (d)

above is referred to as the "Security Property". The Security Property together with the Property is the "Collateral".

This Indenture is executed, acknowledged and delivered as a Mortgage to secure payment and performance of the following described indebtedness and obligations of Mortgagor (the "Secured Indebtedness"):

(a) The principal sum of Three Million Five Hundred Ten Thousand Dollars (\$3,510,000) with interest thereon, both principal and interest being evidenced by and payable according to the terms of that certain Promissory Note, dated of even date herewith, maturing on November 30, 1997, and executed and delivered by Mortgagor to Mortgagee in consideration of the loan of said principal sum, together with any and all extensions, renewals, substitutions and changes in form of said Note, and together with all future advances to Mortgagor and other indebtedness, liabilities and obligations of Mortgagor to Mortgagee, actual, direct or contingent, now existing or hereafter arising, howsoever created, held or acquired by Mortgagee whether in the usual course of business or otherwise (all of which are hereinafter collectively referred to as the "Note");

(b) The covenants and obligations of Mortgagor set forth in that certain Credit Agreement, of even date herewith, between Mortgagor and Mortgagee and all amendments and supplements thereto ("Credit Agreement");

(c) Any and all sums which Mortgagee may expend or obligate itself to expend to cure any breach or default of Mortgagor under this Mortgage, together with interest on all such sums from the respective dates upon which Mortgagee may expend, or become obligated to expend, the same at the default rate specified in the Note;

(d) The covenants and obligations of Mortgagor herein contained; and

(e) Any and all amounts which Mortgagee may expend or become obligated to expend in collecting the indebtedness secured hereby, in foreclosing the lien of this Mortgage or in exercising or attempting to exercise any right or remedy hereunder or with respect hereto consequent upon any default of Mortgagor hereunder, including, but not limited to, attorneys' fees as provided in the Note, court costs, expenses incurred for supplemental or additional abstracts, receivers', appraisers' and watchmen's fees and other expenses reasonably incurred to protect and preserve the Collateral or in maintaining the priority of this Mortgage, together with interest on all such sums from the respective dates upon which Mortgagee may expend, or become obligated

to expend, the same at the default rate specified in the Note.

FOR THE SAME CONSIDERATIONS, Mortgagor hereby represents, warrants, covenants and agrees to and with Mortgagee as follows:

1. Warranties; Disclaimer. Mortgagor is the lawful owner of and in possession of the Security Property, free and clear of all encumbrances of every nature and kind whatsoever. Mortgagor has good right and authority to sell, convey, mortgage, encumber and create a mortgage lien on and security interest in and to the Collateral. Mortgagor will make any further assurances of title with respect to the Security Property that Mortgagee may require and will WARRANT AND DEFEND the same unto Mortgagee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever. Unless the Mortgagee shall first give its written consent thereto, the Mortgagor will not surrender, abandon, sell, convey, assign or otherwise dispose of, or lease, any of the Collateral and will not remove or permit to be removed any of the Security Property from the Property. The Mortgagor will keep the Collateral at all times free, clear and discharged from all liens, security interests, charges, encumbrances or assessments (other than the lien and security interest created by this instrument) unless the Mortgagee shall have given its written consent thereto. The Mortgagor shall promptly pay or cause to be paid all laborers and materialmen furnishing labor or material to the Collateral, but nothing herein shall be deemed a waiver of the priority hereof as against the claims of any such laborer or materialman or to give any such laborer or materialman any rights hereunder or any right of action upon this covenant. NOTWITHSTANDING ANYTHING ELSE HEREIN CONTAINED, MORTGAGOR MAKES NO WARRANTY OF OWNERSHIP, TITLE OR POSSESSION OF THE PROPERTY.

2. Corporate Existence. The Mortgagor will preserve its corporate existence in good standing, will maintain in good standing its right to transact business in the state or states wherein the Collateral is situated and will timely pay all franchise taxes and other fees in connection therewith. Unless the holder of the Note shall first give its written consent thereto, the Mortgagor will not merge or consolidate with any other corporation.

3. Corporate Authority. The ownership by the Mortgagor of the Collateral and the execution and delivery of this Mortgage and the Note and compliance with the provisions hereof and thereof will not contravene any requirement of law or any provision of the Certificate of Incorporation or bylaws of the Mortgagor nor contravene or result in the breach or termination of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon, any of the Mortgagor's properties or assets pursuant to any indenture or other agreement

or instrument to which the Mortgagor's is a party or by which it or its property may be bound or affected.

4. Payment of Secured Indebtedness. Mortgagor agrees to pay all of the Secured Indebtedness and each separate item or installment thereof as and when the same shall become due and payable, whether by extension, acceleration or otherwise.

5. Insurance. The Mortgagor will at all times keep or cause to be kept such of the Collateral as is of an insurable nature insured against loss or damage by fire, tornado and such other casualties as are usually insured against to the extent that insurance can be obtained thereon in companies and amounts and with loss payable clauses acceptable to the Mortgagee, and on demand of the Mortgagee will deliver such policies to the Mortgagee. In the event of any damage or loss of any kind to any of the Collateral resulting from any cause whatever, such damage or loss shall be repaired or remedied forthwith unless the same is unnecessary to the protection or preservation of the Collateral. The Mortgagor will also maintain or cause to be maintained such liability, property damage and other insurance as is usually maintained by companies operating properties similar to the Collateral as may reasonably be requested from time to time by the Mortgagee.

6. Taxes. Mortgagor will pay, before same become delinquent or any penalty attaches thereto for nonpayment, all taxes, assessments and charges, general or special, of every nature and to whomsoever assessed, that may be now or hereafter levied or assessed under any law now existing or hereafter enacted, upon the Collateral or any part thereof, upon the rents, issues, income or profits thereof, or upon the Secured Indebtedness, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes, except federal and state income taxes imposed under the laws of the United States of America and the State of Oklahoma, and except the mortgage tax provided by the laws of the State of Oklahoma. Mortgagor will not suffer or permit any liens, security interests, levy, attachment or other encumbrance to become effective, or to be asserted, against any of the Collateral, and will regularly and promptly submit to Mortgagee such evidence of the due and punctual payment of such taxes, assessments or charges as Mortgagee may require. The foregoing notwithstanding, Mortgagor may in good faith contest, by a proper legal proceeding, the validity or amount of any such taxes, assessments or charges, provided Mortgagor deposits with Mortgagee as security for payment of such contested taxes, assessments or charges an amount equal thereto, plus interest and penalties, and further provided that Mortgagor will pay such contested item and all costs and penalties, if any, at least thirty (30) days before the date the Collateral may be sold by the taxing authorities because of nonpayment of said taxes,

assessments or charges. Upon violation of the foregoing undertaking in any part, or upon the passage by the State of Oklahoma of any law imposing payment of the whole or any part of the aforesaid taxes or assessments upon Mortgagee, or deducting from the value of the Collateral for the purpose of taxation any liens thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes so as to affect this Mortgage, or upon the rendering by any court of competent jurisdiction of a decision holding that any undertaking by Mortgagor to pay such taxes or assessments, or any of them, or any similar undertaking, is in whole or in part legally inoperative or void, then in such event, the Secured Indebtedness will, at the option of Mortgagee, without notice to any party, become immediately mature, due and payable, notwithstanding anything contained in this Mortgage or in any law hereinafter enacted.

7. Maintenance. At all times during the term of this Mortgage, Mortgagor will:

(a) Keep the Collateral in as good order, condition and repair as it is on the date hereof;

(b) Not commit, permit or suffer any waste, impairment or deterioration of the Collateral or any part thereof, ordinary wear and tear excepted;

(c) Comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Collateral or the use thereof, and will not suffer or permit any violation thereof;

(d) Not remove or demolish or alter the design or structural character of the Security Property or any building now or hereafter erected upon the Property unless Mortgagee shall first consent thereto in writing;

(e) Not remove without Mortgagee's written consent any of the Security Property;

(f) Keep the Collateral free from all judgments, mechanics' liens and all other statutory liens of whatsoever nature to the end that the priority of this Mortgage may, at all times, be maintained;

(g) Allow Mortgagee to examine and inspect the Collateral at any reasonable time or times; and

(h) Pay Mortgagee within ten (10) days all sums, including costs, expenses and reasonable agents' and attorneys' fees, it may expend or for which it may become

obligated in any proceedings, legal or otherwise, to establish and sustain the lien of this Mortgage or its priority or in defending against any liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto.

8. Abstract. Mortgagor will, upon demand by Mortgagee, but at Mortgagor's expense, furnish Mortgagee an abstract of title to the Property certified by a reputable abstracter from Government to the date of such demand.

9. Inspection of Records. Throughout the term of this Mortgage, Mortgagor will keep and maintain complete, adequate and correct books, records, ledgers and journals indicating the time of receipt and the amount of all moneys received by Mortgagor with respect to the Collateral. In addition, Mortgagor will permit Mortgagee, its employees and agents, to audit, examine and inspect the same during regular hours of business as often as Mortgagee shall desire and shall promptly furnish to Mortgagee such financial and other reports concerning the operation of the Collateral as the Mortgagee may reasonably request.

10. Protection of Security. If Mortgagor fails to pay and discharge any claim, lien or encumbrance upon the Collateral or any tax, assessment or like charge that becomes due and delinquent with respect to the Collateral, or any insurance premium due hereunder, or fails to remove any cloud upon the title to the Collateral, or to keep the same in good repair, or if Mortgagor otherwise fails to keep, observe, comply with or perform any of the terms, provisions or covenants of this Mortgage, Mortgagee may, at its option, pay any claim, lien, encumbrance, tax, assessment, insurance premium or other amount due, take action to remove any cloud upon Mortgagor's title, repair any waste or damage to the Collateral, or otherwise cure any default by Mortgagor, and may take any step it deems advisable to preserve and protect the Collateral, and, in connection with any of the foregoing, Mortgagee may commence or appear in any action and retain counsel therein, and advance such moneys or incur obligations to pay moneys as Mortgagee deems necessary. In making such payments, Mortgagee will be deemed to be acting as Mortgagor's agent in every particular, and any such action by Mortgagee will not be construed or held to be a waiver of default in the terms of this Mortgage or to prevent Mortgagee from declaring the entire Secured Indebtedness due and payable and foreclosing this Mortgage, whether such payment be made prior or subsequent to the exercise of the option to declare the Secured Indebtedness due, and foreclose this Mortgage as herein provided. Mortgagee will be the sole judge of the legality, validity and priority of any such cloud, claim, lien, encumbrance, tax, assessment or premium and of the amount or amounts necessary to be paid in satisfaction thereof or to otherwise cure any default of Mortgagor, provided that in

exercising such judgment Mortgagee will exercise reasonable business judgment. All sums expended by Mortgagee in connection with any of the foregoing will bear interest at the default rate specified in the Note from the respective dates upon which Mortgagee expends, or becomes obligated to expend, the same, will be payable by Mortgagor on demand by Mortgagee, and will constitute Secured Indebtedness under the terms of this Mortgage. Advances or expenditures of funds by Mortgagee pursuant to this paragraph will not be deemed to relieve Mortgagor from any default hereunder or to impair any right or remedy existing by virtue of any such default. The exercise of Mortgagee's rights to make such advances and expenditures granted in this paragraph will be optional with Mortgagee and not obligatory and Mortgagee will not, in any case, be liable to Mortgagor for a failure by Mortgagee to exercise any such rights.

11. Eminent Domain. All awards heretofore or hereafter made by any public or quasi-public authority to the present or any future owner of the Collateral by virtue of an exercise of the right of eminent domain by such authority, are hereby assigned to Mortgagee. Mortgagee, at its option, is hereby authorized and empowered to collect and receive the proceeds of any such award or awards from the authorities making the same and to give proper receipts and acquittances therefor, and may, at Mortgagee's option, (i) apply such proceeds or any part thereof upon the Secured Indebtedness, including unmaturred portions thereof, (ii) use such proceeds or any part thereof to fulfill and satisfy any covenants enjoined upon Mortgagor herein, (iii) use such proceeds or any part thereof to replace or restore the Collateral to a condition satisfactory to Mortgagee, or (iv) release such proceeds to Mortgagor. Mortgagor covenants and agrees to and with Mortgagee, upon request by Mortgagee, to make, execute and deliver any and all assignments and other instruments required for the purpose of assigning all such awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

12. Security Agreement. This Indenture shall constitute a Security Agreement under the Uniform Commercial Code of the State of Oklahoma with respect to all of the Security Property. Mortgagor will, from time to time and as often as requested by Mortgagee, execute and deliver to Mortgagee such financing statements and such other and supplemental security agreements as Mortgagee may reasonably request to perfect the security interest created, or intended to be created, hereby and to more specifically identify the collateral subject to such security interest. No failure or omission of Mortgagee to request any financing statement or additional or supplemental security agreement, and no failure or omission of Mortgagor to execute or deliver any thereof, will impair the effectiveness or priority of the security interest created by this Mortgage. Mortgagor will pay all costs of filing this Mortgage and any financing

statements, continuation or termination statements with respect thereto and any affidavits or other instruments executed, or to be executed, to perfect, renew, continue or maintain the lien and security interest created hereby. Mortgagor hereby appoints Mortgagee as the agent and attorney-in-fact of Mortgagor to do, at Mortgagee's option and Mortgagor's expense, all acts and things reasonably necessary to perfect, and continue perfected, the lien and security interest created, or intended to be created, hereby.

13. Notice of Changes. Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity or structure and shall execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements which Mortgagee may require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any of the Collateral described or referred to herein.

14. Fixtures. Some of the items of the Collateral described herein are goods which are or are to become fixtures related to the Property, and it is intended that, as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated above. The mailing address of Mortgagor, as debtor, is as stated above.

15. Events of Default. If, during the term of this Mortgage:

(a) Default shall be made in the payment of the Secured Indebtedness or any part or installment thereof;

(b) Any warranty, representation or statement made or furnished to Mortgagee by or on behalf of Mortgagor proves to have been false in any material respect when made or furnished; or

(c) A default occurs under the Credit Agreement,

then, in any such event, the entire Secured Indebtedness will, at the option of Mortgagee, become immediately due and payable without notice or demand, which are hereby expressly waived, and this Mortgage may be foreclosed accordingly. In the event of a foreclosure, the court shall direct a sale of the Collateral either with or without appraisal as Mortgagee may elect, said election to be exercised at or prior to the time judgment is rendered. Mortgagee will, upon the filing of a petition to foreclose this Mortgage, be forthwith entitled to and may at once take immediate possession of the Collateral and collect the

profits thereof, accrued and to accrue, being liable to account only for those actually received by Mortgagee, or Mortgagee, at its sole option, may have a receiver appointed by the court to take charge, possession and control of the Collateral, and to receive and collect the profits thereof, accrued and to accrue, under the directions of the court, without the proof required by statute, and any amounts so collected by said receiver will be applied under the direction of the court to payment of any judgment rendered or amount found due upon foreclosure of this Mortgage. In case of foreclosure of this Mortgage, and as often as any proceedings shall be instituted to foreclose same, Mortgagor will pay to Mortgagee a reasonable attorney fee, together with the cost of continuing the abstract of title to the Property to the date of filing such foreclosure, court costs and all other expenses incurred in connection with such proceedings, all of which will be due and payable when suit is filed and will be and become a part of the Secured Indebtedness to be paid or collected in such foreclosure. At its option, Mortgagee may proceed solely or separately against the Security Property or any part thereof upon any default and will be entitled to exercise any or all of the rights and remedies accorded a secured party by the Uniform Commercial Code of the State of Oklahoma, 12A O.S. §1-101 et seq., including, but not limited to, the right to require Mortgagor, upon demand by Mortgagee, to assemble that part of the Collateral constituting personal property and make the same available to Mortgagee at a place convenient to both parties. Any reasonable attorney fee and legal expenses incurred by Mortgagee in taking any such action will be considered part of the reasonable expenses of retaking, holding, preparing for sale and reselling such property within the meaning of 12A O.S. §9-504(1).

16. Other Security. In case the Secured Indebtedness or any part thereof is now or hereafter further secured by chattel mortgages, security interests, pledges, contracts of guaranty, assignments of leases or other security, Mortgagee may, at its option, exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

17. Subrogation to Prior Liens. If the money loaned or advanced by Mortgagee and secured hereby shall be used to pay off or discharge any lien or encumbrance upon or against the Collateral, Mortgagee, at its option, will be subrogated to all such liens or encumbrances so discharged, satisfied or paid, even though same may be released of record, and to all the rights of the person or persons to whom such payments have been made, and may immediately enforce the same against Mortgagor and the Collateral.

18. Releases. Without affecting or impairing the liability of Mortgagor or any other party, or the priority or efficacy of this Mortgage (except as may be expressly provided in writing signed by Mortgagee) as security for the payment of the Secured Indebtedness and the performance of the obligations herein set forth, and without affecting any rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:

(a) Release any person liable for payment of all or any part of the Secured Indebtedness, or for performance of any obligation;

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Secured Indebtedness or modifying or otherwise dealing with the lien or charge hereof;

(c) Exercise or refrain from exercising or waive any right Mortgagee may have;

(d) Accept additional security of any kind; and

(e) Release or otherwise deal with any property, real, personal or mixed, securing the Secured Indebtedness, including all or any part of the Collateral.

19. No Waiver. No failure by Mortgagee to exercise any option to declare the Secured Indebtedness immediately due and payable will be deemed a waiver of the right to exercise any such option at any other time as to any past, present or future default hereunder, and no delay by Mortgagee in exercising or attempting to exercise any right or remedy hereunder, or otherwise afforded by law, will operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

20. Governing Law. This Mortgage will be interpreted and enforced according to the laws of the State of Oklahoma, without regard to the place of contract or payment.

21. Change of Ownership. If ownership of the Collateral or any portion thereof becomes vested in a person or persons other than Mortgagor, Mortgagee may deal with such successor or successors in interest with reference to this Mortgage and the Secured Indebtedness in the same manner as with Mortgagor, provided that no such change of ownership is permitted to exist upon the Collateral without Mortgagee's prior written consent.

22. Notices. All notices given pursuant to this Mortgage will be in writing and will be delivered or mailed by United States mail, postage prepaid, addressed as follows:

In case of notice to Mortgagor:

Sand Springs Railway Company
c/o Sheffield Steel Corporation
Sand Springs, Oklahoma 74063
Attn: William C. Schwartz, President

In case of notice to Mortgagee:

Bank of Oklahoma, National Association
P.O. Box 2300
Tulsa, Oklahoma 74192
Attn: National Department

The address of any party hereto may be changed by notice to the other parties hereto given in the manner hereinabove described. All such notices will be deemed given when delivered or mailed as aforesaid.

23. Binding Effect. This Mortgage will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

24. Miscellaneous.

(a) Whenever used herein, the singular will include the plural, the plural the singular, and the use of any gender will be applicable to all genders. If executed in multiple counterparts, each counterpart of this Mortgage so executed will constitute a duplicate original.

(b) The foregoing covenants and conditions being kept and performed, this conveyance shall be void, otherwise to remain in full force and virtue.

(c) The headings of the various paragraphs in this Mortgage are solely for convenience and shall not be relied upon in construing any provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed and delivered on the day and year first above written.

"Mortgagor"

ATTEST:

SAND SPRINGS RAILWAY COMPANY

By Sean J. Yarborough
Its Secretary

By William C. Schwartz
Its President - CEO

[S E A L]

"Mortgagee"

BANK OF OKLAHOMA, NATIONAL
ASSOCIATION

ATTEST:

By Tom Schroeder
Its ASSISTANT CASHIER
[S E A L]

By [Signature]
Its VICE PRESIDENT

STATE OF OKLAHOMA)
COUNTY OF Yulsa) SS.

The foregoing instrument was acknowledged before me this 10
day of December, 1987, by Wm. C. Schwartz,
Pres - CEO of SAND SPRINGS RAILWAY COMPANY, an
Oklahoma corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

10-8-89

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 10th
day of December 1987, by Gregory H. Symons,
of BANK OF OKLAHOMA, NATIONAL
ASSOCIATION, a national banking association, on behalf of the
association.

Anita Cotton
Notary Public

My Commission Expires:

My Commission Expires January 21, 1989.

7244SSRC-RMSA2

Job No.: RR-101
 By: W. A. Hale
 Date: 12/10/87

SAND SPRINGS RAILWAY COMPANY
 EXHIBIT "A"
 LEGAL DESCRIPTION OF ALL REAL ESTATE
 THE RIGHT OF WAY, EXCEPT UNASSINGABLE TRACTS

LEGEND:

R/WD - Right of Way Deed
 QCD - Quit Claim Deed
 GWD - General Warranty Deed
 R/WG - Right of Way Grant
 WD - Warranty Deed

TRACT NO.	MAP NO.	TYPE INST.
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PROPERTY DESCRIPTION

2-5	<u>V-1</u> 2	R/WD
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A right of way for railroad purposes, over and upon a certain parcel of land situated in the County of Tulsa and State of Oklahoma, bounded and described as follows: A strip of ground off of the Southeast Corner of Lot Five (5) in Block Thirty-five (35) of the Owen Addition to the City of Tulsa, State of Oklahoma, being a strip fifty (50) feet long by fourteen (14) feet wide, and more particularly shown by the survey and blue prints in the office of the company, adopted June 30, 1911.

2-6	<u>V-1</u> 2	R/WD
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A right of way for railroad purposes over and upon a certain parcel of land situate in the County of Tulsa, and State of Oklahoma, and bounded and described as follows: Beginning at a point on the South line of Lot Six (6) in Block Thirty-five (35) of the Owens Addition to the City of Tulsa, Oklahoma, Sixty-eight and seven tenths (68.7) feet East of the Southwest corner of said Lot Six; thence in a Northeasterly direction, parallel to the West line of the St. Louis & San Francisco R.R. Co. Right of Way, to a point on the North line of said Lot Six; thence East along said North line Fourteen (14) feet to the said Right of Way line; thence in a Southwesterly direction along said Right of Way line to the South line of said Lot Six; thence West along said South line Fourteen (14) feet to the place of beginning, said tract being a strip of land fourteen (14) feet in width off the East end of said Lot Six (6) in Block Thirty-five (35) aforesaid:

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
2-7	$\frac{V-1}{2}$	R/WD	A right of way for railroad purposes over and upon a certain parcel of land situate in the County of Tulsa, and State of Oklahoma, described as follows, to-wit: The Southerly Fourteen (14) feet of Lot One (1) in Block Thirty-nine (39) of the Owen Addition to the City of Tulsa, Oklahoma, being further described as a strip of ground approximately ninety (90) feet in length and fourteen (14) feet in width, as the same appears on the maps in the office of said company:
2-8	$\frac{V-1}{2}$	R/WD	A right of way for railroad purposes over and upon a certain parcel of land bounded and described as follows, to-wit: Beginning at the Southeast corner of Lot Four (4) in Block Thirty-nine (39) of the Owens Addition to the City of Tulsa, State of Oklahoma, said corner being at the intersection of the South line of said Lot Four (4) and the Westerly boundary line of the St. Louis and San Francisco Railroad Company Right of Way; thence West along said South line of Lot Four (4) a distance of Fifteen (15) feet to a stake; thence in a Northeasterly direction across said Lot Four (4) to the Northeast corner of said Lot Four (4); thence South along the East line of said Lot Four (4) a distance of Twenty Five and five tenths (25.5) feet to the said Westerly boundary line of the St. Louis and San Francisco Railroad Company Right of Way; thence along said Right of Way line to the place of beginning, containing Fifteen Thousandths (.015) of an acre, more or less; being a parcel of land known as No. _____ on the land map of the Company's road from Tulsa to Sand Springs.

<u>TRACT</u> <u>NO.</u>	<u>MAP</u> <u>NO.</u>	<u>TYPE</u> <u>INST.</u>
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2-9	$\frac{V-1}{2}$	R/WD
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PROPERTY DESCRIPTION

A right of way for railroad purposes over and upon a certain parcel of land bounded and described as follows, to-wit: Beginning at the Southeast corner of Lot Five (5) in Block Thirty-nine (39) of the Owens Addition to the City of Tulsa, State of Oklahoma; said corner being at the intersection of the South line of said Lot Five (5) and the intersection of the Westerly boundary line of the St. Louis and San Francisco Railroad Company Right of Way, thence West along said South line of Lot Five (5) a distance of Twenty-nine (29) feet to a stake, thence in a northeasterly direction Sixty-five and three tenths (65.3) feet to a stake on the North line of said Lot Five (5), thence East along said North line of Lot Five (5) Fifteen (15) feet to the Northeast corner of said Lot Five (5), said corner being at the intersection of the North line of said Lot Five (5) and the Westerly boundary line of said St. Louis and San Francisco Railroad Company Right of Way, thence in a Southwesterly direction along said right of way line Fifty-six and six tenths (56.6) feet to the place of beginning, containing thirty-one thousandths (.031) acres, more or less; being a parcel of land known as No. _____ on the land map of the Company's road from Tulsa to Sand Springs.

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
2-10	$\frac{V-1}{2}$	GWD	Real estate, situated in the County of Tulsa and State of Oklahoma, to-wit: Lot Six (6) in Block Thirty-nine (39) of the Owen Addition to the City of Tulsa, Oklahoma.
2-11	$\frac{V-1}{2}$	WD	Real property and premises, situate in Tulsa County State of Oklahoma, to-wit: Lot seven (7) in Block Thirty nine (39) in Owen Addition to the City of Tulsa according to the amended plat thereof.
2-12	$\frac{V-1}{2}$	QCD	Real estate, situate in the County of Tulsa and State of Oklahoma, to-wit: Lot 8 in Block 39 Owens Addition to Tulsa, Okla.
3-2	$\frac{V-1}{2}$	GWD	Real estate, situated in the County of Tulsa, and State of Oklahoma, to-wit: Block Six (6) of the Mitchell-Crosbie Addition to the City of Tulsa, according to the recorded plat thereof.
3-4	$\frac{V-1}{3}$	R/WD	Certain parcel of land situate in the County of Tulsa, and State of Oklahoma, and bounded and described as follows: Beginning at a point on the East line of the Southwest Quarter of Section Three (3), Township Nineteen North, Range Twelve (12) East, fourteen hundred and fifty (1450) feet South of the center of said Section Three (3); thence in a Southwesterly direction Nineteen Hundred Sixty-eight and one-half (1968 1/2) feet to a point Seventeen Hundred and Seventy (1770) feet South and Six Hundred and Sixty (660) feet East of the Northwest corner of the Southwest Quarter of

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
3-4 (Cont.)	<u>V-1</u> 3	R/WD	(Cont.) said Section Three; thence South Sixty-six (66) feet; thence North-westerly Nineteen Hundred Sixty-eight and one-half (1968 1/2) feet; thence North Sixty-six (66) feet to the place of beginning, containing two and eight-tenths acres, more or less. Being a parcel of land known as No. _____ on the land map of the company's road from Tulsa to Sand Springs.
3-7	<u>V-1</u> 3	Easement	Real property and premises situated in Tulsa County, State of Oklahoma, to-wit: A certain strip or parcel of land particularly described as follows: Beginning at a point on the West line of Lot 7, Section 3, Township 19 North, Range 12 East, in the City of Tulsa, Tulsa County, Oklahoma, 108.5 feet South of the Northwest corner of said Lot 7, said point of beginning being a point on a line parallel with and 10 feet perpendicularly distant in a Northwesterly direction from the center line of West Bound main Track of Sand Springs Railway company as now located; Thence N 79° 07' E on a straight line parallel with the center line of said West bound Main Track, a distance of 67.3 feet to end point of curve to the right; Thence Northeasterly, continuing on a line parallel with the center line of said West Bound Main Track, on a curve to the right, the radius of which is 1442.69 feet and of which the central angle is 14° 41', a distance of 369.3 feet to and intersecting a curved line which is parallel to and 38 feet perpendicularly distant in a Northerly direction from the center line of the East Bound Main Track of said Railway Company as now located; Thence Southeasterly on a line parallel to the center line of said East Bound Main Track, on a curve to the right, the radius of which is 993.37 feet and of which the central angle is 11° 40', a distance of 202.3 feet to end point of curve; Thence 69° 44' E on tangent to end point of last described curve, on a straight line parallel to and 38 feet perpendicularly distant in a Northerly direction from center line of said East Bound Main Track, a distance of 731.9 feet to and intersecting the South prolongation of the East line of said Lot 7, being a point 377.6 feet South of the Northeast corner of said Lot 7; Thence 50° 01' E on the South prolongation of the East line of said Lot 7, a distance of 61.83 feet to and intersecting a line parallel with and 20 feet perpendicularly distant in a Southerly direction from the center line of said East Bound Main Track as now located;

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
3-7 (Cont.)	<u>V-1</u> 3	Easement	(Cont.) Thence N 69° 44' W on a straight line parallel to the center line of said East Bound Main Track, a distance of 753.3 feet to the end point of curve to the left; Thence Northwesterly, Westerly and Southwesterly, continuing on a line parallel to the center line of said East Bound Main Track, on a curve to the left, the radius of which is 935.37 feet and of which the central angle is 31° 06' a distance of 507.5 feet to end point of curve; Thence S 79° 10' W, on tangent to end point of last described curve, on a straight line continuing parallel to the center line of said East Bound Main Track, a distance of 111.3 feet to and intersecting the West line of said Lot 7; Thence N 0° 01' W on the West line of said Lot 7, a distance of 48.9 feet to the point of beginning, containing 1.74 acres more or less, of which acreage 1.01 acres more or less, lies and is situate in said Lot 7, and the balance or 0.73 of an acre more or less, lies and is situate within the limits of the Arkansas River as defined by the meander line on the left bank thereof.
4-2	<u>V-1</u> 4A	QCD	Real estate, situate in the County of Tulsa, and State of Oklahoma, to-wit: A tract of land described as follows: Beginning at a point on the section line, between sections 3 and 4 at a point 210 feet north of the meander corner on the north bank of the Arkansas River; thence north 73 degrees 30' east 780 feet to a stake; thence north 104.12 feet to a stake; thence south 73 degrees 30' west 780 feet to the center of the section line between sections 3 and 4; thence south along the section line between sections 3 and 4-104.12 feet to place of beginning, all in Section 3, township 19 north, range 12 east.
4-3	<u>V-1</u> 4A	QCD	Real estate situate in the County of Tulsa, State of Oklahoma, to-wit: A strip of land 50 feet in width, being that part of Lot 5, Section 4, Township 19 North, Range 12 East, described as follows: Beginning at a point 663.7 feet South and 50 feet West of the Northeast corner of said Lot 5; thence South along a line parallel to the East line of said Lot 5, a distance of 14.2 feet to a point; thence Southwesterly on a straight line 390.35 feet to a point 784.75 feet South of the North line of said Lot 5, thence North on a line parallel to the West line of said Lot 5, a distance of 51.98 feet to a point, thence Northeasterly on a straight line a distance of 390.35 feet to a point 625.92 feet South and 50 feet

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
4-3 (Cont.)	<u>V-1</u> 4A	QCD	(Cont.) West of the Northeast corner of said Lot 5; thence South and parallel to the East line of Lot 5, a distance of 37.78 feet to the point of beginning. Containing 0.448 acres more or less.
4-3	<u>V-1</u> 4A	R/WD	A right of way for railroad purposes over and upon certain real property owned by said City, to-wit: Lot Five (5) of Section Four (4), Township Nineteen (19) North, Range Twelve (12) East, Tulsa County, Oklahoma, as shown by the official government survey; the right of way hereby granted being described as follows, to-wit: Beginning at a point on the West line of Lot 5, Section 4, Township 19 North, Range 12 East, said point being 1046' South of the Northwest corner of said lot; thence North along said West line a distance of 51.98 feet to a point; thence Northeasterly to a point 732.77 feet South and 425.47 feet West of the Northeast corner of said lot 5; thence South along a line parallel to the West line of said Lot 5, a distance of 51.98 feet to a point; thence Southwesterly along a straight line to the point of beginning.
4-3	<u>V-1</u> 4A	R/WD	The right of way hereby granted being described as follows, to-wit: A strip of land having uniform width of 100 feet, bounded on the east by the east line of said lot, on the west by the west line of said lot, on the north by a straight line commencing at a point on the east line of said lot and 663.7 ft. south of the northeast corner thereof and running southwesterly to a point on the west line of said lot and 1046 feet south of the northwest corner thereof.
4-4	<u>V-1</u> 4A	QCD	Real estate situate in the County of Tulsa and State of Oklahoma to-wit: Beginning at a point Two Hundred and thirty-five and nine tenths feet (239.9') north of the southeast corner of the southwest quarter of the southeast quarter of Section Four (4) and thirty-eight and one tenth feet (38.1') south of center line of original track of Sand Springs Railway Company, running thence in a southwesterly direction parallel of said center line of said Sand Springs Railway Company track a distance of three hundred and forty-four and two tenths feet (344.2') to the west line of the East Half of the East Half of the Southwest quarter of the Southeast

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
4-4 (Cont.)	<u>V-1</u> 4A	QCD	(Cont.) quarter at a point one hundred and thirty-nine and two tenths feet (139.2') north of the south line of said section Four (4), thence southwesterly on the same angle to a point where the said line intersects north line of public road, or a line twenty feet (20') north and parallel to said south line of said section Four (4); thence west on and along said north line of public road at said line twenty feet (20') north and parallel to said south line of Section four (4), to a point twenty feet (20') north of the southwest corner of the southeast quarter of section Four (4), thence north sixty-six feet (66'), thence in an easterly direction a distance of three hundred and thirty feet (330') to a point on said Sand Springs Railway where said line intersects line twenty-nine and five tenths feet (29.5') north of said center line of track of said Sand Springs Railway Company; thence on and along said line parallel to and twenty-nine and five tenths feet (29.5') north of said center line of Sand Springs Railway to a point on east line of said Southwest quarter of the Southeast quarter Thirty and eight tenths feet (30.8') north of said center line of said Sand Springs Railway's original track, thence south on and along said east line of said Southwest quarter of southeast quarter of Section Four (4), Township Nineteen (19) North, Range Twelve (12) East, a distance of Sixty-eight and nine tenths feet (68.9') to a point of beginning, all in said southwest quarter of Southeast quarter of Section Four (4) Township Nineteen (19) North, Range Twelve (12) East, of the Indian Base & Meridian.
4-4	<u>V-1</u> 4A	QCD	Real estate situate in the County of Tulsa, State of Oklahoma, to-wit: Beginning at a point 330.15 feet West and 139.2 feet North of the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Four (4) Township Nineteen (19) North, Range Twelve (12) East, thence South 73 degrees and 31 minutes (73°31') on and along the Sand Springs Railway Company's Right-of-Way 344.2 feet to and intersecting the West line of the East Half E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Four (4), thence North on and along the first above described line a distance of 9.4 feet, thence Northeasterly an approximate distance of 344.2 feet to and intersecting the East line of the West Half (W $\frac{1}{2}$) of the East Half E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Four (4) Township Nineteen (19) North, Range Twelve East, thence South a distance of 32.8 feet, to the point of beginning.

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
4-5	<u>V-1</u> <u>4B</u>	R/WD	A certain parcel of land situate in the County of Tulsa, and State of Oklahoma, and bounded and described as follows: Beginning at a point Seventy-four and one-fourth (74-1/4) feet North of the Southeast (SE) Corner of the Southwest Quarter (SW 1/4) of Section Four (4), Township nineteen (19), Range Twelve (12) East, thence West 2640 feet. Thence South 49-1/2 feet. Thence East 2640 feet. Thence North 49-1/2 feet to place of beginning - said tract of land being three (3) rods wide and One Hundred and Sixty (160) rods long, containing three (3) acres more or less, being a parcel of land known as No. _____ on the land map of the company's road from Tulsa to Sand Springs; hereby releasing and discharging all claims for damages to said premises, and to any adjoining and neighboring estate of the undersigned, accruing or accrued, or that may at any time accrue, from the construction and operation of the railroad of the said company; Excepting, however, and not discharging any claims which may arise from any negligence or wilfull default of said company, or its successors or assigns, in constructing or operating said railroad.
4-6	<u>V-1</u> <u>4B</u>	WD	Real property and premises, situated in Tulsa County, State of Oklahoma, to-wit: --A strip of ground, being eight (8') feet in width and adjoining on the north and parallel to a strip thirty-three (33') feet wide here-to-fore deeded by deed executed by Loretta E. Smith and Milton F. Smith, her husband, dated February 15th, 1911, recorded in the office of the Register of Deeds in and for Tulsa County, Oklahoma, in record 101, at page 59, in favor of the Sand Springs Interurban Railway Company, and occupied by the Sand Springs Railway Company for a right-of-way; Located in S.E. 1/4 of S.E.1/4 Section 5, Township 19 N. Range 12 E.
4-6	<u>V-1</u> <u>4B</u>	R/WD	A right of way for railroad purposes over and upon a certain parcel of land situate in the County of Tulsa, and State of Oklahoma, and bounded and described as follows: One (1) acre, more or less, consisting of a strip of land two (2) rods wide along the South line of the Southeast Quarter of the Southeast Quarter of Section Five (5), Township Nineteen (19) North, Range Twelve (12) East: being a parcel of land known as No. _____ on the land map of the company's road from Tulsa to Sand Springs.

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
4-7	<u>V-1</u> 4B	R/WD	A right of way for railroad purposes over and upon a certain parcel of land situate in the County of Tulsa, and State of Oklahoma, and bounded and described as follows: One (1) acre, more or less, consisting of a strip of land Two (2) rods wide along the South line of the Southwest Quarter of the Southeast Quarter of Section Five (5), Township Nineteen (19) North, Range Twelve (12) East: being a parcel of land known as No. _____ on the land map of the company's road from Tulsa to Sand Springs.
4-7	<u>V-1</u> 4B	WD	Real property and premises, situated in Tulsa County, State of Oklahoma, to-wit: A strip of ground, being eight (8') feet in width and adjoining on the north and parallel to a strip thirty-three (33') feet wide heretofore deeded by deed executed by B. F. Breeding and Ethel S. Breeding, his wife, dated February 14th, 1911, recorded in the office of the Register of Deeds in and for Tulsa County, Oklahoma, in record 101, at page 56, in favor of the Sand Springs Interurban Railway Company, a corporation, and occupied by the Sand Springs Railway company for a right-of-way; Located in S.W. 1/4 S.E. 1/4, Section 5, Township 19 N. Range 12 E.
4-8	<u>V-1</u> 4C	R/WD	A right of way for railroad purposes over and upon a certain parcel of land situate in the County of Tulsa, and State of Oklahoma, and bounded and described as follows: Beginning at a point Seventy-four and One-fourth (74-1/4) feet North of the Southeast (SE) Corner of the South One-half (S 1/2) of the Southwest Quarter (SW 1/4) of Section Five (5), Township nineteen (19), Range Twelve (12) East; Thence West 2100 feet to a point of intersection with the right of way of the M. K. and T. Railway; Thence in a Southwesterly direction parallel to said right of way Two hundred - 200 - feet; Thence East -2300- feet; Thence North Forty-nine and One-half (49 1/2) feet to point of beginning - a strip of land along the South side of a portion of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section Five (5), Township nineteen (19), Range Twelve (12) East, containing Two and Forty-four One Hundredths (2.44) acres more or less. Being a parcel of land known as No. _____ on the land map of the company's road

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
4-8 (Cont.)	<u>V-1</u> <u>4C</u>	R/WD	(Cont.) from Tulsa to Sand Springs.
4-9	<u>V-1</u> <u>4C</u>	R/WD	A right of way for railroad purposes over and upon a certain parcel of land situate in the County of Tulsa and State of Oklahoma, and bounded and described as follows: Right of way through a part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Eight (8), Township Nineteen (19) North, Range Twelve (12) East, bounded and described as follows, to-wit: Beginning at a point marked "A" on plan, at the intersection of the east line of Section Line Road with the south right of way line of The Sand Springs Interurban Railway and diagonally opposite Bruner Station of said Railway; thence in a northeasterly direction along the said Right of Way line a distance of two hundred and seventy-four feet (274') to a point marked "B" on plan, said point being twelve feet (12') distant from the center line of the said Railway track; thence bearing to the right by a three-degree (3 deg.) curve for a distance of two hundred and fourteen feet (214') to a point marked "C" on plan; thence west a distance of one hundred and twenty feet (120') to a point marked "D" on plan, in the north Right of Way line of said Sand Springs Interurban Railway, said point being twenty-one (21') feet distant from the center line of said Railway track; thence bearing to the left by a three-degree (3 deg.) curve for a distance of one hundred and three feet (103') to a point marked "E" on plan; thence in a southwesterly direction along the said Right of Way line a distance of two hundred and sixty (260') feet to a point marked "F" on plan, said point being the intersection of the said north Right of Way line and the said East line of Section Line Road and distant from the center line of said Railway track nineteen and one-half (19 1/2') feet, measured at right angle thereto; thence south along said East line of Section Line Road a distance of thirty-five (35') feet to place of beginning, containing three hundred and twenty-two one thousandths (322/1000) of an acre, more or less.
4-10	<u>V-1</u> <u>4C</u>	QCD	Real estate and premises, lying and situate in the County of Tulsa, State of Oklahoma, to-wit: Beginning at a point on Sand Springs Railway where center line of present track of said Sand Springs Railway crosses the west

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
4-10 (Cont.)	<u>V-1</u> 4C	QCD	(Cont.) line of Section eight (8), Township Nineteen (19) North, Range Twelve (12) East; running thence south a distance of 29 feet; thence northeast parallel to said center line of present track of the Sand Springs Railway a distance of 25 feet for point of beginning; said points being 12 feet south of center line of proposed new track of the said Sand Springs Railway; running thence north parallel to the west line of said section 8, township 19 north, range 12 east, a distance of 17 feet to the present south right-of-way line of the said Sand Springs Railway; running thence northeast on and along said present south right of way line of the said Sand Springs Railway a distance of 700 feet to a point where said present south right of way line intersects or crosses north line of said Section 8, township 19 north, range 12 east; thence southwest parallel to said Sand Springs Railway Company's proposed new track to the point of beginning, containing two hundred eighteen thousands of an acre (.218 acres) more or less.
4-11	<u>V-1</u> 4C & <u>V-1</u> 4D	R/WD	A right-of-way for railroad purposes over and upon a certain parcel of land situate in the County of Tulsa, and State of Oklahoma, and bounded and described as follows: A strip of ground four rods in width, and approximately three-quarters of a mile in length, and containing approximately six acres and paralleling on the southerly side the right-of-way of the M.K. & T. Railroad Company, now upon said premises, to-wit: <u>The North Half of the Northeast Quarter and the East Half of the Northwest Quarter, Section Seven, Township Nineteen North, Range Twelve East.</u>
4-12	<u>V-1</u> 4D & <u>V-1</u> 4E & <u>V-1</u> 5A	R/WD	Real estate and premises situated in the County of Tulsa, State of Oklahoma, to-wit: A strip of land sixty six (66) feet wide, the center line of which is five hundred and seven tenths (500.7) feet north of southwest corner of lot two (2), of fractional section seven (7) and on west line of said lot two (2) said fractional section seven (7), run thence north sixty nine degrees and forty six minutes (69° 46') east a distance of fourteen hundred sixty-six and nine tenths (1466.9') feet to and intersecting the east line of the said lot two (2) of the said section seven (7) at a point thirty-three (33) feet south of MK&T Right of Way, and begin at a point on the west line of the said fractional section seven (7) seven hundred fifty one and eight tenths (751.8) north of southwest corner of said lot

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
4-12)Cont.)	<u>V-1</u> <u>4D</u> & <u>V-1</u> <u>4E</u> & <u>V-1</u> <u>5A</u>	R/WD	(Cont.) two (2), said fractional section seven (7) run thence southeasterly on and along the center line of Sand Springs Railway a distance of sixty two and four tenths (62.4) feet to a point thirty-three (33) feet north of the MK&T Railway right of way, measured at right angles to said MK&T Railway right of way; thence runs northeasterly thirty-three (33) feet from and parallel to said MK&T Railway right of way a distance of fourteen hundred four and five tenths (1404.5) feet to and intersection of the east line of the said lot two (2) of fractional section seven (7) of the fractional township nineteen (19) north of Range Twelve (12) east, of Indian Meridian contains 4.44 acres, more or less, all in lot two (2) of fractional section seven (7) of fractional township nineteen (19) north, of range twelve (12) east of Indian Meridian.
4-13	<u>V-1</u> <u>5A</u>	R/WD	Real estate and premises situated in the County of Tulsa, State of Oklahoma, to wit: Beginning at point twenty (20) feet east of 1/4 corner of sections seven (7) and twelve (12), township nineteen (19) north, range twelve (12) east; thence north parallel to west line of section 7, a distance of four hundred eighteen (418) feet; thence north 69° 46' east a distance of two hundred eighty (280) feet; thence in a southwesterly direction on 8° 0' curve radius of 716.8 feet to point of beginning.
4-15	<u>V-1</u> <u>4A</u>	GWD	Real estate, situated in the County of Tulsa State of Oklahoma, to-wit: A tract of land in the Southwest Quarter of the Southeast Quarter of Sec. 4, Township 19 North, Range 12 East in Lot 1, Block 1, Bowen Addition, and bounded as follows: Beginning at a point on the South Right of Way line of the Sand Springs Railway where the East line of the Southwest Quarter of the Southeast Quarter of Section 4, intersects the said Right of Way line, being the Northeast corner of Lot 1, Block 1, Bowen Addition, thence running South with and on the said East line of Lot 1, Block 1 Bowen Addition a distance of 22 feet, thence West and parallel with the South line of Lot 1 a distance of 100 feet to a point where said line intersects the South right of way line of the Sand Springs Railway and

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
4-15 (Cont.)	<u>V-1</u> 4A	GWD	(Cont.) the East line of Lot 2, thence running with and on the said South Right of Way line in a Northeasterly direction a distance of 103 feet to the point of beginning, containing 1100 square feet more or less.
4-16	<u>V-1</u> 4A	R/WD	Real estate and premises situate in Tulsa County, State of Oklahoma, to-wit: Beginning at a point 251 feet north and 780 feet east, measured 9.5 feet from and parallel to the center line of Sand Springs Railway Company's second main line track, of the meander corner to Sections 3 and 4, Township 19 North, Range 12 East, on the left bank of the Arkansas River; run thence easterly 9.5 feet from and parallel to the said center line of the said Sand Springs Railway Company's second main line track a distance of 1901 feet, to and intersecting the east line of Lot 6, Section 3, Township 19 North, Range 12 East; thence south on and along said east line of said Lot 6 a distance of 32.24 feet to a point 41.5 feet southerly from said center line of said Sand Springs Railway Company's second main line track; thence westerly 41.5 feet from and parallel to the said center line of Sand Springs Railway Company's second main line track a distance of 1901 feet; thence north a distance of 32.24 feet to the point of beginning, all in Lots 5 and 6, of Section 3, Township 19 North, Range 12 East, containing 1.41 acres, more or less.
4-16	<u>V-1</u> 4A	QCD	Real estate, situate in the County of Tulsa, State of Oklahoma, to-wit: A certain parcel or tract of land lying and situate in Lots Five (5) and Six (6), Township Nineteen (19) North, Range Twelve (12) East, Tulsa County, Oklahoma, described as follows: Commencing at the meander corner on the left bank of the Arkansas River, between Sections 3 and 4; thence North on the line between Sections 3 and 4, a distance of 249.5 Feet to a point on a line parallel with and 9.5 Feet perpendicularly distant in a Southerly direction from the center line of East bound main track of Sand Springs Railway Company; Thence northeasterly on a line parallel with the center line of said East Bound main track, a distance of 1315 Feet to point of beginning of land to be described and hereby conveyed; Thence continuing Northeasterly, parallel with center line of said East bound main track, a distance of 100 feet;

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
4-16 (Cont.)	<u>V-1</u> 4A	QCD	(Cont.) Thence Southeasterly at right angles to last described course, a distance of 32 feet; Thence Southwesterly on a line parallel with and 41.5 Feet perpendicularly distant from the center line of said East bound main track, a distance of 100 feet; Thence Northwesterly at right angles to last described course, a distance of 32 Feet to point of beginning, containing seven one-hundredths (0.07) of an acre, more or less, all in said Section Three (3), Township 19 North, Range 12 East, Tulsa County, Oklahoma.
4-17	<u>V-1</u> 4A	R/WG	Real estate situate in Tulsa County, State of Oklahoma, to-wit: A strip or parcel of land 40 feet in width, that is to say 20 feet on each side of the following described center line: Beginning at a point 50 feet west and 116.7 feet south of the northeast corner of Lot 5, Fractional Section 4, Township 19 North, Range 12 East; thence south 79° 06' west a distance of 181.8 feet; thence southwesterly on a curve to the left the radius of which is 425.4 feet, a distance of 298.88 feet; thence south 38° 45' west on a line tangent to the last described curve, a distance of 151.4 feet to the end, being a point on the northerly line of West Fifth Street, containing 0.58 acre more or less, all in Lot 5, Fractional Section 4, Township 19 North, Range 12 East, Tulsa County, Oklahoma.
4-18	<u>V-1</u> 4A	R/WG	Real estate situate in Tulsa County, State of Oklahoma, to-wit: A strip or parcel of land 40 feet in width, that is to say 20 feet on each side of the following described center line: Beginning at a point on the southerly line of West Fifth Street in Lot 5, Section 4, Township 19 North, Range 12 East, in the City of Tulsa, said point of beginning being 708.1 feet northeasterly, as measured on the southerly line of said street from the west line of said Lot 5; thence southwesterly making an angle to the right of 142° 01' with the southerly line of said street, a distance of 385.65 feet to point of curve; thence southwesterly, on a curve to the right the radius of which is 603.8 feet, a distance of 121.95 feet to the end, being a point on the northerly right of way line of the Sand Springs Railway Company, said northerly right of way line lying parallel with and 50 feet perpendicularly distant in a northwesterly direction from the center line of West Bound Main track of said Railway company; saving and excepting a triangular piece of land described as follows: Beginning at

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
4-18 (Cont.)	<u>V-1</u> 4A	R/WG	(Cont.) a point on the southerly line of said West Fifth Street, 724.7 feet northeasterly, as measured on the southerly line of said street from the west line of said Lot 5; thence northeasterly on the southerly line of said street a distance of 15.9 feet to a point; thence southwesterly making an angle to the right of 142° 01' with the southerly line of said street, a distance of 24.71 feet; thence north parallel to the east line of said Lot 5 a distance of 15.62 feet to a point on the southerly line of said street, being the point of beginning of said triangular exception; containing a net area of 0.46 acre, more or less, not including area of said exception, all in Lot 5, aforesaid.
4-23	<u>V-1</u> 4A	GWD	Real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Certain strips or parcels of land lying and situated in Hale Subdivision, Tulsa County, Oklahoma, described as follows: Parcel No. 1: South 44 Feet of Lots No. 1 to 17, both inclusive in Block 11, containing eighty seven one-hundredths (0.87) of an acre, more or less. The above described real estate is to be used by Sand Springs Railway Company, its successors and assigns for Railway purposes and in case of abandonment for said use, title to said real estate shall return to and become vested in Grantor, its successors or assigns.
4-24	<u>V-1</u> 4A	GWD	Real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Certain strips or parcels of land lying and situated in Hale Subdivision, Tulsa County, Oklahoma, described as follows: Parcel No. 2: South 44 Feet of Lots No. 10 to 17, both inclusive, in Block 12, and the South 62 Feet of Lots No. 1 to 9, both inclusive in Block 12, containing 1.04 acres, more or less. The above described real estate is to be used by Sand Springs Railway Company, its successors and assigns for Railway purposes and in case of abandonment for said use, title to said real estate shall return to and become vested in Grantor, its successors or assigns.
4-25	<u>V-1</u> 4A	GWD	Real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Certain strips or parcels of land lying and situated in Hale Subdivision, Tulsa County, Oklahoma, described as follows: Parcel No. 3: South 62

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
4-25 (Cont.)	<u>V-1</u> 4A	GWD	(Cont.) Feet of Lots No. 2 to 16, both inclusive, in Block 13, containing one and seven one-hundredths (1.07) acres, more or less. The above described real estate is to be used by Sand Springs Railway Company, its successors and assigns for Railway purposes and in case of abandonment for said use, title to said real estate shall return to and become vested in Grantor, its successors or assigns.
4-26	<u>V-1</u> 4A	GWD	Real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Beginning at a point 25 Feet West and 975.5 Feet South of Northeast Corner of Southwest Quarter of Section 3, Township 19 North, Range 12 East, Tulsa County, Oklahoma, said point of beginning being a point marking the Northeast Corner of Block 13 in Hale Subdivision in the City of Tulsa; Thence Southwesterly on the North line of Block 13, a distance of 45.8 Feet to a point; Thence Northwesterly at right angles to last described course, a distance of 62 feet; Thence Northeasterly on a line parallel to the North line of said Block 13, a distance of 57.6 Feet to a point of intersection with the West line of 25th West Avenue in said City of Tulsa; Thence South on the West line of said 25th West Avenue, a distance of 63.1 Feet to point of beginning, containing 0.07 of an acre, more or less, all in the Northeast Quarter of Southwest Quarter of said Section 3.
4-27	<u>V-1</u> 4E	R/WD	Real estate and premises hereinafter described located in the East Half of Section Twelve (12), Township Nineteen (19) North, Range Eleven (11) East, Tulsa County, State of Oklahoma. The particular location, dimensions and extent of said right of way being described as follows, to-wit: A certain strip or parcel of land 17 feet in width, that is to say 8.5 feet on each side of the following described center line: Beginning at a point on the East line of Section 12, Township 19 North, Range 11 East, Tulsa County, Oklahoma, 147.6 Feet North of Northeast corner of the Southeast Quarter of said Section 12; Thence Southerly on a curve to the left, the radius of which is 819.02 Feet, a distance of 196.4 Feet to the end point of said curve; Thence South on a line which is tangent to last described curve, a distance of 804.9 Feet to beginning point of curve; Thence Southwesterly on a curve to the right, the radius of which is 881.95 Feet, a distance of 105.4 Feet to point of reverse

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
4-27 (Cont.)	<u>V-1</u> 4E	R/WD (Cont.)	curve; Thence continuing Southwesterly on a curve to the left the radius of which is 881.95 feet, a distance of 105.4 Feet to end point of curve; Thence South on a line which is tangent to last described curve, a distance of 871.9 Feet to beginning point of curve; Thence Southeasterly on a curve to the left, the radius of which is 560.64 Feet, a distance of 207.7 Feet to the end; containing eighty-nine hundredths (0.89) of an acre, more or less.
4-28	<u>V-1</u> 4A	Ordinance No. 6103	An ordinance granting permission and authority to the Sand Springs Railway Company, its successors and assigns, to construct, operate and maintain a spur track in, on, over and across the alley in Block 11 and 31st West Avenue, all in Hale Subdivision of the City of Tulsa, Oklahoma.
4-29	<u>V-1</u> 4A	Ordinance No. 7156	An ordinance granting permission and authority to the Sand Springs Railway Company, its successors and assigns, to construct, operate and maintain a spur track through, on, over and across the alley in Block 12, Hale Subdivision in the City of Tulsa, Tulsa County, Oklahoma.
5-1	<u>V-1</u> 5A	R/WD	A right of way for railroad purposes over and upon a certain parcel of land situate in the County of Tulsa, and State of Oklahoma, and bounded and described as follows: "Beginning at a point on West line of the Northwest Quarter of the Southeast Quarter of Section Twelve (12), Township Nineteen (19) North, and Range Eleven (11) East, 460 feet South of the Northwest corner of said Quarter section; thence in a Northeasterly direction at an angle of 71 degrees, more or less, a distance of 1280 feet, more or less, to a point on the North line of the said Quarter Section; thence East along the North line of the said Quarter Section a distance of 160 feet, more or less, to a point on the North line of the said Quarter Section and thence 1460 feet, more or less, in a Southwesterly direction to the West line of said Quarter Section; and thence North along the said West line a distance of 60 feet, more or less, to the point of beginning and containing 3.46 acres, more or less;" being a parcel of land known as No. _____ on the land map of the Company's Road from Tulsa to Sand Springs.

TRACT NO.	MAP NO.	TYPE INST.
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5-2	V-1 5A	R/WD
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PROPERTY DESCRIPTION

Real estate and premises situated in the County of Tulsa, State of Oklahoma, to-wit: A strip of land fifty-six (56) feet wide, the center line of which begins at a point five hundred five and eight-tenths (505.8) feet north of 1/4 section, corner sections seven (7) and twelve (12), run south sixty-nine degrees and forty-six minutes (69° 46') west a distance of fifty-six hundred, forty-five and one tenth (5645.1) feet to a point on the west line of section twelve (12), fourteen hundred fifty-seven and five tenths (1457.5) feet, south of 1/4 corner section 11-12 all in Section twelve (12), of Township Nineteen (19) north of Range Eleven (11) east, of Indian Meridian contains 7/27 acres.

5-3	V-1 5B	R/WD
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Real estate and premises situated in the County of Tulsa, State of Oklahoma, to wit: Beginning at a point fourteen hundred forty-nine and eight tenths (1449.8) feet south of quarter corner sections eleven (11) and twelve (12) township nineteen (19) north, range eleven (11) east, thence south 69° 36' west along the center line of 100 foot right of way for a distance of 158 feet; thence south 69° 36' west along center line of 150 foot right of way a distance of 2227 feet to and intersecting the east line of Sand Springs Power, Light & Water Company property; and beginning at a point fourteen hundred forty-nine and eight-tenths (1449.8) feet south and 158 feet south 69° 36' west of quarter corner sections eleven (11) and twelve (12) township nineteen (19) north, range eleven (11) east, thence along center line of 66 foot right of way on a 9° 30' curve a distance of 327 feet, thence north 78° 24' west, six hundred eighty nine (689) feet to and intersecting the Missouri, Kansas & Texas right of way, and beginning at a point fourteen hundred forty-nine and eight-tenths (1449.8) feet south and fourteen hundred sixty-two (1462) feet south 69° 36' west of quarter corner sections 11 and 12, township 19 north, range 11 east, thence on center line of fifty (50) foot right of way on a 17° curve 575 feet; thence south 44° 58' east a distance of five hundred fifty-four (554) feet; thence on a 9° 30' curve to left a distance of 186 feet to and intersecting the north line of county road _____ feet west of section corner sections eleven (11), twelve (12), thirteen (13) and fourteen (14), township nineteen (19) north range eleven (11) east.

TRACT NO.	MAP NO.	TYPE INST.
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5-3	V-1 5B	QCD
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PROPERTY DESCRIPTION

Real estate, situate in the County of Tulsa, State of Oklahoma, to-wit: Commencing at the southeast corner of Section 11, Township 19 North, Range 11 East; thence north on the east line of said Section 11, a distance of 1189 feet to a point on the center line of main track of Sand Springs Railway Company; thence southwesterly on the center line of said main track, a distance of 722 feet; thence southeasterly at right angles to last described course, a distance of 75 feet to a point on the southerly line of the right of way for said Main Track for the point of beginning; thence southwesterly a distance of 162.6 feet to a point which is 46.9 feet perpendicularly distant in a southeasterly direction from center line of said main track; thence southwesterly a distance of 89 feet to a point which is 42.6 feet perpendicularly distant in a southeasterly direction from center line of said main track; thence southwesterly a distance of 78 feet to a point which is 60.9 feet perpendicularly distant in a southeasterly direction from center line of said main track; thence south parallel to the east line of said Section 11, a distance of 15 feet to a point on said southerly right of way line; thence northeasterly on said southerly right of way line a distance of 330 feet to point of beginning, containing 6738 square feet, more or less, all in the SE/4 of SE/4 of said Section 11

and

Commencing at the southeast corner of Section 11, Township 19 North, Range 11 East; thence north on the east line of said Section 11 a distance of 1189 feet to a point on the center line of main track of Sand Springs Railway Company; thence southwesterly on the center line of said main track a distance of 1024 feet to a point, thence south, parallel to the east line of said Section 11, a distance of 191 feet to a point on the northerly line of the right of way of Sand Springs Railway Company track known as Sinclair Lead Track, said northerly right of way line being parallel with and 25 feet perpendicularly distant in a northeasterly direction from the center line of said Sinclair Lead Track, for point of beginning; thence continuing south parallel to the east line of said Section 11 a distance of 10 feet to a point which is 17.1 feet perpendicularly distant in a northeasterly direction from the center line of said Sinclair Lead Track; thence southeasterly a distance of 63.6 feet to a point which is 13.5 feet perpendicularly

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
5-3 (Cont.)	<u>V-1</u> 5B	QCD	distant in a northeasterly direction from center line of said Sinclair lead Track; thence southeasterly a distance of 119 feet to a point on the northerly right of way line of said Sinclair Lead Track; thence northwesterly on said northerly right of way line a distance of 186.4 feet to point of beginning, containing 1373 square feet more or less, all in the SE/4 of SE/4 of said Section 11.
5-3	<u>V-1</u> 5B	GWD	Real estate, situate in Tulsa County, State of Oklahoma, to-wit: A strip, or parcel, of land in the Southeast Quarter of Southeast Quarter of Section Eleven (11), Township Nineteen (19) North, Range Eleven (11) East, Tulsa County, Oklahoma, more particularly described as : Commencing at the Southeast Corner of Section 11, Township 19 North, Range 11 East, Tulsa County, Oklahoma; Thence North on the East line of said Section 11, a distance of 1189 Feet to and intersecting the center line of Main track of Sand Springs Railway Company; Thence Southwesterly on the center line of said Main track, a distance of 158 feet; Thence South on a line parallel to the East line of said Section 11, a distance of 53.32 Feet to and intersecting a line parallel to and 50 feet perpendicularly distant in a South-easterly direction from center line of said Main track, to point of beginning of tract of land herein being described; Thence Southwesterly on a line parallel to the center line of said Main track, a distance of 545.8 Feet; Thence Southeasterly at right angles to last described course, a distance of 25 feet to and intersecting the Southerly right-of-way line of said Railway Company, being a line parallel to and 75 Feet normally distant in a Southeasterly direction from the center line of said Main track; Thence Northeasterly on said Southerly right-of-way line, a distance of 536.5 Feet; Thence North on a line parallel to the East line of said Section 11, a distance of 26.66 Feet to the point of beginning, containing Thirty-one Hundredths (0.31) of an acre, more or less.
5-4	<u>V-1</u> 5B	R/WG	Parcels and tracts of land situate in Tulsa County, Oklahoma, to-wit: Tract No. 1: Beginning at a point of 40 feet east and 67 feet north of the southwest corner of the Southeast Quarter of Section 11, Township 19 North, Range 11 East, said point being 10 feet east of the Sand Springs Railway Company's present Wye track; thence on a line 10 feet from and parallel to the said Wye track a distance of 97 feet; thence in a north-

TRACT NO.	MAP NO.	TYPE INST.
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5-4 (Cont.)	V-1 5B	R/WG
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(Cont.)

PROPERTY DESCRIPTION

easterly direction, 10 feet south of and parallel to the Sand Springs Railway Company's spur track, known as the Repair Track, a distance of 285 feet to the east line of the Sand Springs Power, Light and Water Company's property; thence north and parallel to the east line of Main Street of the City of Sand Springs a distance of 164.7 feet to a point 10 feet north of the Sand Springs Railway Company's Wye track; thence on a line 10 feet from and parallel to the said Wye track to and intersecting the east line of Main Street of the City of Sand Springs; thence south along the east line of Main Street to the point of beginning.

Tract No. 2: Beginning at a point 40 feet east and 573 feet north of the southwest corner of the Southeast Quarter of Section 11, Township 19 North, Range 11 East; thence southeasterly 40 feet from and parallel to the Sand Springs Railway Company's Main Line to a point 375 feet east of the center line of Main Street in the City of Sand Springs; thence north a distance of 81 feet; thence northwesterly 40 feet from and parallel to the north line of the said Sand Springs Railway Company's main Line to and intersecting the East Line of Main Street in the City of Sand Springs; thence south along the east line of Main Street to the point of beginning.

All the above described real estate being situate in the Southwest Quarter of the Southeast Quarter of Section 11, Township 19 North, Range 11 East.

5-12	V-1 5B	GWD
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Real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Beginning at a point five hundred and ninety (590) feet east of the southwest corner of the southwest quarter of Section Eleven (11), Township Nineteen (19) North, Range Eleven (11) East; thence north three hundred (300) feet; thence east one hundred and fifty (150) feet; thence south three hundred (300) feet; thence west one hundred and fifty (150) feet to the place of beginning, containing approximately one and 3/100 (1.03) acres, more or less.

5-12	V-1 5B	Agreement
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Premises situated and being in the County of Tulsa, State of Oklahoma, to wit: A tract of land in the Southeast Quarter of Section 11, Township 19 North, Range 11 East, Tulsa County, Oklahoma, bounded and described as

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
5-12 (Cont.)	<u>V-1</u> <u>5B</u>	Agreement (Cont.)	<p>follows: Begin at a point (24.75') twenty-four and seventy-five hundredths feet North and (590') five hundred ninety feet east of the Southwest corner of the Southeast quarter (SE/4) of Section 11, Township 19 North of Range 11, East, Run thence North and parallel to Main Street in the City of Sand Springs, a distance of (172.95') one hundred seventy-two and ninety-five hundredths feet. Thence north eighty-seven degrees and twenty-eight minutes East (N.87° 28'E.), a distance of (121.49') one hundred twenty-one and forty-nine hundredths feet, thence south twenty-six degrees, two minutes West (S.26° 2'W.), a distance of (198.86') one hundred ninety-eight and eighty-six hundredths feet, to a point (24.75') twenty-four and seventy-five hundredths feet north of the south line of said Section 11, thence west and parallel with said line of said section, a distance of (34.2') thirty-four and two tenths feet, to the point of beginning, containing .39 acres, more or less.</p>
5-13	<u>V-1</u> <u>5B</u>	QCD	<p>Contract dated September 27, 1923 between Missouri-Kansas-Texas Railroad Company and Sand Springs Railway Company for connecting track located within City of Sand Springs. For more detailed property description refer to said contract.</p>
5-16	<u>V-1</u> <u>5B</u>	R/WD	<p>Real estate and premises situate in Tulsa County, State of Oklahoma, to-wit: Beginning at a point 740 feet east and 35 feet south of the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 14, Township 19 North, Range 11 East; run thence east a distance of 80 feet; thence south and parallel to the West line of the said Northwest Quarter of the Northeast Quarter of Section 14 a distance of 670 feet; thence west a distance of 80 feet; thence north and parallel to the said west line of the Northwest Quarter of the Northeast Quarter of Section 14 a distance of 670 feet to the point of beginning, all in the Northwest Quarter of the Northeast Quarter of Section 14, Township 19 North, Range 11 East, and contains 1.25 acres, more or less.</p>
5-16	<u>V-1</u> <u>5B</u>	R/WD	<p>Real estate and premises situate in Tulsa County, Oklahoma, to-wit:</p>

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
5-16 (Cont.)	<u>V-1</u> <u>5B</u>	R/WD	(Cont.) Beginning at a point of 740 feet east and 705 feet south of the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 14, Township 19 North, Range 11 East; run thence east a distance of 80 feet; thence south and parallel to the west line of the said Northwest Quarter of the Northeast Quarter of Section 14 a distance of 695 feet; thence northwesterly a distance of 84.2 feet; thence north and parallel to the said west line of the Northwest Quarter of the Northeast Quarter of Section 14, a distance of 670 feet to the point of beginning, all in the Northeast Quarter of Section 14, Township 19 North, Range 11 East, and contains 1.25 acres, more or less.
5-16	<u>V-1</u> <u>5B</u>	GWD	<p>Real estate, situate in the County of Tulsa, State of Oklahoma, to-wit: Parcel No. 1: A certain strip or parcel of land described as follows: Beginning at a point 540 Feet East and 35 Feet South of the Northwest Corner of the Northeast Quarter of Section 14, Township 19 North, Range 11 East, Tulsa County, Oklahoma; Thence East on a line parallel to the North line of said Section 14, a distance of 200 Feet; Thence South on a line parallel to the West line of the Northeast Quarter of said Section 14, a distance of 1340 Feet; Thence Northwesterly a distance of 210 Feet, more or less, to a point 540 Feet East and 1310 Feet South of Northwest Corner of Northeast Quarter of said Section 14; Thence North on a line parallel with the West line of the Northeast Quarter of said Section 14, a distance of 1275 Feet to point of beginning, containing 6.00 acres, more or less. All in the Northeast Quarter of said Section 14, and</p> <p>Parcel No. 2: A certain strip or parcel of land described as follows: Beginning at a point 740 Feet East and 705 Feet South of the Northwest Corner of the Northeast Quarter of Section 14, Township 19 North, Range 11 East, Tulsa County, Oklahoma; Thence South on a line parallel to the West line of the Northeast Quarter of said Section 14, a distance of 670 Feet; Thence Southeasterly a distance of 84.2 Feet, more or less, to point 820 Feet East and 1400 Feet South of Northwest Corner of Northeast Quarter of said Section 14; Thence North on a line parallel to West line of Northeast Quarter of said Section 14, a distance of 695 Feet; Thence West on a line parallel to the North line of said Section 14, a distance of 80 Feet to point of beginning containing 1.25 acres, more or less, and</p>

TRACT NO.	MAP NO.	TYPE INST.
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5-15 (Cont.)	V-1 5B	GWD
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PROPERTY DESCRIPTION

Parcel No. 3: A certain strip or parcel of land described as follows: Beginning at a point 820 Feet East and 908.5 Feet South of Northwest Corner of Northeast Quarter of Section 14, Township 19 North, Range 11 East, Tulsa County, Oklahoma, Thence South 89 Degrees and 24 Minutes East, a distance of 268.5 Feet to a point of intersection with Southerly right of way line of Sand Springs Railway Company track known as Sinclair Clay Plant track, said southerly right of way line being parallel with and 20 Feet perpendicularly distant in a Southwesterly direction from the center line of a strip of right of way 40 feet in width, the radius of which is 453.26 Feet; Thence Northwesterly on and along said Southerly right of way line, on a curve to right, the radius of which is 473.26 Feet to a point of intersection with a line parallel with and 820 feet East of West line of the Northeast Quarter of said Section 14; Thence South parallel to the west line of Northeast Quarter of said Section 14; Thence South parallel to the west line of Northeast Quarter of said Section 14, a distance of 333.2 Feet to point of beginning, containing 0.69 of an acres, more or less.

5-16	V-1 5B	GWD
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Real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Beginning at a point 540 Feet East and 40 Feet South of Northwest Corner of Northeast Quarter of Sec. 14, Township 19 North, Range 11 East, Tulsa County, Oklahoma; Thence East on a line parallel with and 40 Feet South of North line of said Section 14, a distance of 184 Feet; Thence South on a line parallel to West line of Northeast Quarter of said Section 14, a distance of 1329.3 Feet to and intersecting a line which originally marked the high bank on North side of Arkansas River; Thence Northwest on the line marking the original high bank of Arkansas River, a distance of 193 Feet, more or less to and intersecting a line parallel to and 540 Feet East of West line of Northeast Quarter of said Section 14 at a point 1310 Feet South of the North line of said Section 14; Thence North on a straight line parallel to West line of Northeast Quarter of said Section 14, a distance of 1270 Feet to point of beginning, containing 5.49 acres, more or less.

5-16	V-1 5B	QCD -Exceptions from 5-16
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See NOTE next page

Real estate, situate in the County of Tulsa and State of Oklahoma, to-wit: Tract No. 1: A certain tract or parcel of land described as follows:

TRACT NO.	MAP NO.	TYPE INST.
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5-16 (Cont.)	V-1 5B	QCD-Exception from 5-16
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NOTE: The following four parcels of land recited herein are outsales from Sand Springs Railway Company to Sand Springs Home per unrecorded deed dated 10/22/86.

PROPERTY DESCRIPTION

Tract No. 1: A certain tract or parcel of land described as follows: Beginning at a point 820 feet East and 875.2 feet South of the Northwest Corner of NE $\frac{1}{4}$ of Section 14, Township 19 North, Range 11 East, Tulsa County, Oklahoma, said point of beginning being a point on the Easterly right of way line of Sand Springs Railway Company tracks known as Phoenix tracks; Thence South on a line parallel to the West Line of NE $\frac{1}{4}$ of said Section 14, a distance of 524.8 feet to a point which is 1400 feet South of the North line of said Section 14; Thence Southeasterly to a point which is 1691.2 feet East and 1600 feet South of the Northwest Corner of the NE $\frac{1}{4}$ of said Section 14; Thence North on a line parallel to the West line of the NE $\frac{1}{4}$ of said Section 14, a distance of 716.7 feet; Thence North 89° 24' West a distance of 872.95 feet to a point of beginning, containing 12.42 acres, more or less, of which 5.1 acres, more or less, is situate in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$, 3.72 acres, more or less, is situate in the NE $\frac{1}{4}$ on NE $\frac{1}{4}$, 1.58 acres, more or less, is situate in Lot 2 and 2.02 acres, more or less, is situated in Lot 1, all in said Section 14, and

Tract No. 2: A certain strip or parcel of land 40 feet in width, that is to say, 20 feet on each side of the following-described center line: Beginning at a point 501.15 feet South and 833.4 feet East of the Northwest corner of NE $\frac{1}{4}$ of Section 14, Township 19 North, Range 11 E, Tulsa County, Oklahoma; said point of beginning being a point on the center line of Sand Springs Railway Company track known as Phoenix Track No. 1; Thence Southeasterly on a curve to the left the radius of which is 453.26 feet, a distance of 516.6 feet to a point of intersection with the North line of tract of land described herein as Tract No. 1, to the end, being a point which is 324.75 feet as measured East on North Line of said Tract No. 1 from Northwest Corner of said Tract No. 1 containing .47 acres, more or less, all in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 14 and saving and excepting present land or right of way of said Railway Company, and

Tract No. 3: A certain strip or parcel of land described as follows: Beginning at a point 820 feet East and 908.5 feet South of the Northwest Corner of NE $\frac{1}{4}$ of Section 14, Township 19 North, Range 11 East, Tulsa County, Oklahoma; Thence South 89° and 24' East, a distance of 268.5 feet to point of intersection with Southerly right of way line of Sand Springs Railway Company track known as Sinclair Clay Plant track,

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
5-15 (Cont.)	<u>V-1</u> <u>5B</u>	QCD (Cont.)	<p>said Southerly right of way line being parallel with and 20 feet perpendicularly distant in a Southwesterly direction from the center line of a strip of right of way 40 feet in width, the radius of which is 453.26 feet; Thence Northwesterly on and along said Southerly right of way line, on a curve to the right, the radius of which is 473.26 feet to a point of intersection with a line parallel with and 820 feet East of West line of the NE$\frac{1}{4}$ of Said Section 14; Thence South parallel to the West line of NE$\frac{1}{4}$ of said Section 14, a distance of 333.2 feet to point of beginning, containing 0.69 of an acre, more or less, and</p> <p>Tract NO. 4: A tract being 20 feet either side of a center line described as: Beginning at a point 1098.5 feet East of and 865.6 feet South of the Northwest Corner of the NE$\frac{1}{4}$ of said Section 14, Township 19 North, Range 11 East, Tulsa County, Oklahoma; thence on a curve to the right the radius of which 433.26 feet, a distance of 343 feet to and intersecting with the railroad track known as Phoenix Tract #1.</p>
5-17	<u>V-1</u> <u>5B</u>	WD	<p>Real property and premises situate in Tulsa County, Oklahoma, to-wit: A tract of land situate in the Southeast Quarter of Section 11, Township 19 North, Range 11 east, described as follows, to-wit: Beginning at a point 937.6 feet east and 24.75 feet north of the quarter section corner between sections 11 and 14, Township 19 North, Range 11 East; thence west 24.75 feet from and parallel to the south line of said section 11, a distance of 197.6 feet; thence north a distance of 275.25 feet; thence west a distance of 150 feet; thence south a distance of 102.29 feet; thence south 87° 28' west a distance of 215.35 feet; thence north a distance of 87.76 feet, to and intersecting the south line of Sand Springs Railway Company's right of way; thence north 68° 37' east on and along the south right of way line of the Sand Springs Railway Company's right of way, a distance of 600.2 feet; thence south 460.25 feet to the point of beginning; containing 2.9 acres, more or less.</p>
6-1	<u>V-1</u> <u>5B</u>	R/WD	<p>Real estate and premises situated in the County of Tulsa, State of Oklahoma, to wit: Beginning at quarter corner sections eleven (11)</p>

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
6-1 (Cont.)	<u>V-1</u> 5B	R/WD	and fourteen (14) township nineteen (19) north, range eleven (11) east, thence south 0° 1' east along center line of 80 foot right of way to and intersecting the meander line of section fourteen (14) township nineteen (19) north, range eleven (11) east, 3.2 acres, more or less.
6-2	<u>V-1</u> 6	R/WD	Real estate and premises situated in the County of Tulsa, State of Oklahoma, to wit: Beginning at a point six hundred fourteen and nine-tenths (614.9) feet north of meandor corner lot four (4) section fourteen (14) township nineteen (19) north, range eleven (11) east, and lot three (3) section fifteen (15) township nineteen (19) north, range eleven (11) east on center line of 50 foot right of way, thence south 70° 31' east a distance of two hundred eighty-three (283) feet; thence along 4° 0' curve to left four hundred fifty- one and six tenths (451.6) feet; thence south 88° 35' east a distance of fifteen hundred sixty-five and one tenth (1565.1) feet thence along 13° 30' curve to left four hundred ten (410) feet plus or minus, intersecting the west line of said Sand Springs Railway right of way.
6-2	<u>V-1</u> 6	GWD-Exceptions to 6-2	Real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit: Tract No 1. A certain tract, or parcel, of land in Lot Four (4), of Section Fourteen (14), Township Nineteen (19) North, Range Eleven (11) East, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, more particularly described as: Beginning at the Northwest Corner of Lot Four (4), in Section 14 , Township 19 North, Range 11 East, Tulsa County, Oklahoma; Thence East on the North line of said Lot 4, a distance of Eight Hundred Ten and Five-tenths (810.5) Feet to and intersecting the Westerly right-of-way Line of Public Road known as U.S. Highway No. 64, said Westerly right-of-way Line being parallel with and 50 Feet Normally distant in a Westerly direction from the center line of paved portion of said Highway; Thence South on said Westerly right-of-way Line a distance of 13.7 Feet to and intersecting a line parallel to and 25 Feet normally distant in a Southerly direction from the center line of Sand Springs Railway Company side track known as Acid Leak Track; Thence Westerly at right angles to last described course, a distance of 25 Feet to and intersecting a line
<u>NOTE:</u> The following two parcels of land recited herein are outsales from Sand Springs Railway Company to Sheffield Steel Corporation per unrecorded deed dated 2/4/63			

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
6-2 (Cont.)	<u>V-1</u> 6	GWD	<p>parallel with and 75 Feet normally distant in a Westerly direction from the center line of paved portion of said Highway, being a point on the Westerly Right-of-way line of said Highway; Thence South on the Westerly right-of-way line of said Highway, a distance of 460.88 Feet to and intersecting a line marking the Northerly toe of embankment of the Arkansas River levee on the left Bank of said river; Thence Northwesterly and Westerly on and along the Northerly toe of embankment of said Levee, a distance of 808.4 Feet to and intersecting the West Line of said Lot 4; Thence North on the West line of said Lot 4, a distance of 400 Feet to the point of beginning, containing Seven and Four Hundredths (7.04) Acres, more or less; and</p> <p>Tract No. 2: A certain tract, or parcel, of land in the Northwest Quarter of the Northwest Quarter of Section Fourteen (14), Township Nineteen (19) North, Range Eleven (11) East, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, particularly described as follows: Beginning at a point on the North Line of Section 14, Township 19 North, Range 11 East, Tulsa County, Oklahoma, which said point of beginning is 737 Feet East of the Northwest Corner of said Section 14; Thence South on a line parallel to the West Line of said Section 14, a distance of 100 Feet; Thence Southeasterly on a straight line a distance of 245 Feet, more or less, to and intersecting a line parallel with and 200 Feet South of the North Line of said Section 14, at a point 50 Feet Westerly from the center line of paved county road; Thence Northeasterly on the Westerly right-of-way line of said County Road to and intersecting the North line of said Section 14, at a point 957 Feet East of the Northwest Corner of said Section 14; Thence West on the North Line of said Section 14, a distance of 220 Feet to the point of beginning, containing Eighty-three Hundredths (0.83) of an acre, more or less.</p>
6-5	<u>V-1</u> 6	GWD	<p>Real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Commencing at the Southeast corner of the NE/4 of the NW/4 of Section 14, Township 19 North, Range 11 East, thence west on the south line of said quarter quarter section a distance of 40 feet to a point on the westerly right of way line of Sand Springs Railway Company's industrial track known as the Main Street Lead Track, for point of beginning; thence con-</p>

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
6-5 (Cont.)	<u>V-1</u> 6	GWD	tinuing west on the south line of said quarter quarter section a distance of 275 feet to a point on the southerly right of way line of said railway company's track known as the Acid Lead Track; thence north-easterly on said southerly right of way line, parallel with and 25 feet perpendicularly distant in a southeasterly direction from the center line of said Acid Lead Track, a distance of 350 feet to a point on said westerly right of way line of said Main Street Lead Track; thence south on said westerly right of way line, parallel with and 40 feet perpendicularly distant in a westerly direction from the north and south center line of said Section 14, a distance of 202 feet to the point of beginning, all in the NE/4 of NW/4 of Section 14 aforesaid, containing 0.46 of an acre, more or less.
6-10	<u>V-1</u> 6	Contract A-454	Real estate and premises situate in Tulsa County, State of Oklahoma, to-wit: A strip, or parcel, of land in the Northwest Quarter of Section Fourteen (14), Township Nineteen (19) North, Range Eleven (11) East, Tulsa County, State of Oklahoma, being 17 feet in normal width, that is to say, 8½ feet on each side of the following described center line: Beginning at a point 700 Feet West and 556.8 Feet South of the Northeast Corner of the Northwest Quarter of Section 14; Thence East on a line parallel to and 556.8 Feet South of the North line of said Section 14, a distance of 150 feet to the end of said strip being a point on the East line of Hoerner Boxes, Inc., property, containing Six Hundredths (0.06) of an acre, more or less.
6-10 & 11	<u>V-1</u> 6	Contract A-455	Real estate, and premises, situate in Tulsa County, State of Oklahoma, to-wit: Parcel No. I: a strip, or parcel, of land in the Northwest Quarter of Section Fourteen (14), Township Nineteen (19) North, Range Eleven (11) East, Tulsa County, Oklahoma, 17 Feet in normal width, that is to say, 8½ Feet on each side of the following described center line: Beginning at a point on the West line of Hoerner Boxes, Inc., a property which said point is 1300 Feet West and 556.8 Feet South of the Northeast Corner of the Northwest Quarter of said Section 14; Thence East on a line parallel with the North line of said Section 14, a distance of 600 Feet being the end of said strip, containing Twenty-three Hundredths (0.23) of an Acre, more or less, and

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
6-10 & 11 (Cont.)	<u>V-1</u> 6	Contract A-455 (Cont.)	Parcel No. 2: a strip, or parcel, of land in the Northwest Quarter of Section Fourteen (14), Township Nineteen (19) North, Range Eleven (11) East, Tulsa County, Oklahoma, 17 Feet in width, that is to say, 8½ feet on each side of the following described center line: Beginning at a point of connection with Parcel, or Track No. 1 above described, which point of connection is 54 Feet East of the West line of Hoerner Boxes, Inc., property; Thence Southeasterly on a curve to the right the radius of which is 600.3 Feet and the central angle of which is 7°10', a distance of 68.7 Feet to the end point of said curve; Thence Southeasterly on tangent to last described curve, a distance of 10 Feet; Thence Southeasterly on a curve to the right, the radius of which is 458.18 Feet and the central angle of which is 32°30', a distance of 259.1 Feet to a point of reverse curve; Thence Southeasterly on a curve to the left, the radius of which is 363.47 Feet and the central angle of which is 39°30', a distance of 99.6 Feet to and intersecting the South line of Hoerner Boxes, Inc., property being the end of said strip, containing Seventeen Hundredths (0.17) of an acre, more or less.
6-8	<u>V-1</u> 6	Contract A- 456	Real estate, and premises, situate in Tulsa County, State of Oklahoma, to-wit: Parcel No. 1: A certain strip or parcel of land in the Northwest Quarter of Section 14, Township 19 North, Range 11 East, Tulsa County, Oklahoma, 17 Feet in normal width, that is to say, eight and one-half feet (8½) on each side of the following described center line: Commencing at the point of intersection of the center line of U.S. Highway No. 64, and the center line of Sand Springs Railway Company track known as Acid Lead Track, said point of intersection being 857 Feet East and 13 Feet North of the Southwest Corner of the Northwest Quarter of Northwest Quarter of Section 14, Township 19 North, Range 11 East, Tulsa County, Oklahoma; Thence Easterly on the center line of said Acid Lead Track for a distance of 456.1 Feet to the beginning point of curve; Thence Northwesterly on a curve to the right, the radius of which is 336.2 Feet and the central angle of which is 9°34', a distance of 56.2 Feet to the end point of curve; Thence Northwesterly on tangent to end point of said curve, a distance of 10 feet to beginning point of curve; Thence Northwesterly on a curve to the right, the radius of which is 336.2 Feet and the central angle of which is 87°44', a distance of 70.3 Feet to and intersecting the Northerly right of way line of Sand Springs Railway Company Acid Lead Track, said

TRACT NO.	MAP NO.	TYPE INST.	PROPERTY DESCRIPTION
6-8 (Cont.)	V-1 6	Contract A-456 (Cont.)	<p>Northerly right of way line being parallel to and 25 feet North of the center line of said Acid Lead Track, for the point of beginning of parcel of land herein being described; Thence continuing Northwesterly, Northerly Northeasterly on a curve to the right the radius of which is 336.2 Feet and the central angle of which is $87^{\circ}44'$, a distance of 432.76 Feet to the end point of curve; Thence Northeasterly on tangent to end point of said curve; a distance of 78.61 Feet to the beginning point of curve; Thence continuing Northeasterly on a curve to the right, the radius of which is 336.2 Feet and the central angle of which is $82^{\circ}49'$, a distance of 484.31 Feet to end point of curve; Thence East on tangent to end point of curve, a distance of 12 feet to and intersecting the West line of Hoerner Boxes, Inc., property at a point 1300 Feet West and 556.8 Feet South of the Northeast corner of the Northwest Quarter of said Section 14, to the end of said parcel, containing Thirty-Nine Hundredths (0.39) of an acre, more or less, and</p> <p>Parcel No. 2: A certain strip, or parcel, of land in the Northwest Quarter of Section 14, Township 19 North, Range 11 East, Tulsa County, Oklahoma, 17 Feet in normal width, that is to say, Eight and One-half Feet (8½) on each side of the following described center line: Commencing at the Northeast corner of the Northwest Quarter of said Section 14; Thence West on the North line of said Section 14, a distance of 1300 Feet; Thence South on a line parallel to the East line of the Northwest Quarter of said Section 14, a distance of 556.8 Feet to and intersecting the center line of proposed Track No. 1 to serve Hoerner Boxes, Inc., and Alexander H. Kerr & Company, Inc., plants; Thence Easterly on the center line of said proposed Track No. 1, a distance of 47.5 Feet to the beginning point of curve; Thence Southeasterly on a curve to the right, the radius of which is 600.3 Feet and the central angle of which is $7^{\circ}10'$, a distance of 75.2 Feet to the end point of said curve; Thence continuing Southeast, on tangent to end point of last described curve, a distance of 10 feet to beginning point of curve; Thence continuing Southeast on a curve to the right, the radius of which is 458.18 Feet and the central angle of which is $32^{\circ}30'$, a distance of 259.1 Feet to the end point of said curve; Thence continuing Southeasterly on a reverse curve to the left, the radius of which is 363.47 Feet and the central angle of which is $39^{\circ}30'$, a distance of 99.6 Feet to and intersecting the South line of Hoerner Boxes, Inc., property for point of beginning of tract herein being described; Thence</p>

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
6-8 (Cont.)	<u>V-1</u> 6	Contract A-456 (Cont.)	continuing Southeasterly on the curve described in last course, a distance of 150.13 Feet to the end point of said curve; Thence Easterly on tangent to end point of last described curve, a distance of 3 feet to and intersecting the West line of Alexander H. Kerr & Co., Inc., property at a point 749.7 Feet South of the North line of said Section 14, to the end of said parcel, containing Nine Hundredths (0.09) of an Acre, more or less.
6-13	<u>V-1</u> 6	Contract A-457	Real estate, and premises, situate in Tulsa County, State of Oklahoma, to-wit: A strip, or parcel, of land in the Northeast Quarter of Northwest Quarter of Section Fourteen (14), Township Nineteen (19) North, Range Eleven (11) East, Tulsa County, State of Oklahoma, 17 feet in normal width, that is to say, 8½ Feet on each side of the following described center line: Beginning at a point on the West line of Alexander H. Kerr & Co., Inc., property, which said point of beginning is 700 Feet West and 749.7 Feet South of the Northeast Corner of the Northwest Quarter of said Section 14; Thence East on a line parallel to and 749.7 Feet South of the North line of said Section 14, a distance of 16 Feet to the West end of existing spur track; Thence continuing East on a line parallel to the North line of said Section 14, on the center line of existing spur track, a distance of 440 Feet to the end of said strip, containing Eighteen Hundredths (0.18) of an acre, more or less.
9-1	<u>V-1</u> 5B	R/WD	Real estate and premises situated in the County of Tulsa, State of Oklahoma, to wit: A strip of land 100 ft. wide lying and situated in the City of Sand Springs, Oklahoma, south line of which is the north line of Blocks 7 and 8, south Side Addition continued, and the north line is the south line of the M. K. & T. Railway right of way, extending from Main Street on the east to the east line of the Smelter property a distance of 1150' more or less, all in the SW/4 of Section 11, township 19 north, range 11 east, and a strip 100' wide lying adjacent and parallel to the south line of the M.K.&T. Railway right of way, extending from the east line of Main Street in the City of Sand Springs, Oklahoma, to the east line of Lincoln Avenue, in the said City of Sand Springs, Oklahoma, and a strip of land 70' wide, the center line of which begins at a point 35' south of the M. K. & T. Right of way and on a prolongation of the

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>	<u>PROPERTY DESCRIPTION</u>
9-1 (Cont.)	<u>V-1</u> <u>5B</u>	R/WD	(Cont.) east line of Lincoln Avenue, in the City of Sand Springs, Oklahoma, run thence north 81°05' east a distance of 520' thence on a 9°24' curve to the right a distance of 220.2', thence on a tangent a distance of 70' to and intersecting the Sand Springs Railway right of way known as the M. K. & T. Railway Connection, containing 7.07 acres, more or less all in section 11, township 19 north, range 11 east, Tulsa County, Oklahoma.
9-3	<u>V-1</u> <u>9</u>	R/WD	Real property and premises situated in Tulsa County, State of Oklahoma, to-wit: All that parcel of land bounded and described as follows, to-wit: Beginning at a point located on the east property line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of sec 11 19-11 same being 680 feet northerly of S. line of section, thence westerly at right angles to an intersection with the west property line of said section; thence northerly along said property line to an intersection with the south right of way line of the Missouri Kansas & Texas Railway Company; thence southeasterly parallel to and equa-distance 50 feet from the center line of the said M. K. & T. Ry as now located and constructed to an intersection with the East property line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said section; thence southerly along said line to place of beginning containing 5.32 acres, more or less, also, all that parcel of land bounded and described as follows to-wit: Beginning at a point where a line 25 feet North perpendicularly distant from the center line of the spur track leading to the south side of the Smelter plant intersects the south line of the first described parcel of land; thence Southwesterly parallel to and equa-distant 25 ft from said center line of said spur to an intersection with the property line of the Nicholson Smelter Co; thence southerly along said line to a point of intersection with a line 25 feet distant on the south of said center line; thence northeasterly along said line 25 feet perpendicularly distant from said center line to a point of intersection with the south line of first described parcel of land; thence westerly along said line to point of beginning, containing .42 A., more or less.
9-6	<u>V-1</u> <u>9</u>	QCD	Real estate, situate in the County of Tulsa and State of Oklahoma, to-wit: A tract of land in Section Eleven (11) Township Nineteen (19) North, Range Eleven (11) East beginning at a point which is the South line of the MK&T

<u>TRACT NO.</u>	<u>MAP NO.</u>	<u>TYPE INST.</u>		<u>PROPERTY DESCRIPTION</u>
9-6 (Cont.)	<u>V-1</u> 9	QCD	(Cont.)	Railway right-of-way at its intersection with the West right-of-way line of Main Street in the City of Sand Springs, Tulsa County, Oklahoma; Thence North along the said West right-of-way line of Main Street a distance of 40 feet; Thence Westerly and 35 feet South of and parallel to the North right-of-way line of the MK&T Railway a distance of 1510 feet more or less to the East right-of-way line of Wilson Street in the City of Sand Springs, Tulsa County, Oklahoma; Thence South 40 feet to the South right-of-way line of the MK&T Railway right-of-way; Thence Easterly 1510 feet more or less to the point of beginning.

EXHIBIT "B"

Locomotive No. 100

Builders No 20891, Built 2-8-56, LaGrange, Illinois
Electro-Motive GMC

Diesel-Electric - 900 HP
SW-900, 115 Ton Switch Engine, 62:15 Gear ratio.

Locomotive No. 101

Builders No. 20892, Built 2-9-56, LaGrange, Illinois
Electro-Motive GMC

Diesel-Electric - 900 HP
SW-900, 115 Ton Switch Engine, 62:15 Gear ratio

Locomotive No. 102

Builders No. 23782, Built 7-23-57, LaGrange, Illinois
Electro-Motive GMC

Diesel-Electric - 900 HP
SW-900, 115 Ton Switch Engine, 62:15 Gear ratio

Tank Car A-13

8000 Gallons tank car used for diesel storage.

DESCRIPTION

SS Rwy Locomotive #100

EMD Model SW-900 Diesel-Electric
(Serial #20891)

1 New traction motor

1 set bullet-proof glass
windows

SS Rwy Locomotive #101

EMD Model SW-900 Diesel-Electric
(Serial #20892)

1 set bullet-proof glass
windows

SS Rwy Locomotive #102

EMD Model SW-900 Diesel-Electric
(Serial #23782)

1 fuel conservationist

1 set bullet-proof glass
windows